Replacing Sheet: June 17, 1994

BULK DOMESTIC PUBLIC CELLULAR RADIO TELECOMMUNICATIONS SERVICE

EFFECTIVE RATES

Prices to be charged by Springwich Cellular Limited Partnership to its subscribers which are within the Minimum and Maximum Rate Schedule on file with the Department of Public Utility Control.

The timing of usage for each completed call is as follows: the minimum usage charge on each completed call is one (1) minute. Each fraction of a minute, thereafter, is rounded up to the next 60 seconds for billing purposes.

A.	Ser	vice Order	\$ Charge Per Order	
	(1)	Number Activation or Service Restoral *		(T)
		To process an order for initial activation of a cellular number or for restoral of Bulk Cellular Service due to disconnection, suspension, restriction, or termination, per cellular number.	\$30.00	
	(2)	Changes		
		To add optional features or change a cellular number or change the identification number of the cellular mobile radio unit, or temporarily suspend a cellular number, per cellular number affected.	r \$10.00	
B.	Cel:	lular Numbers \$ F	Rate Per Month/Number	
	(1)	For each cellular number up to 500 numbers (minimum initial order of 50, and subsequent orders in blocks of 25 numbers).	\$13.50	(R)
	(2)	For each cellular number from 501-2000 numbers (in blocks of 25).	\$12.90	(R)
	(3)	For each cellular number from 2001-5,000 numbers (in blocks of 25).	\$12.30	(R)
	(4)	For each cellular number from 5001-10,000 numbers (in blocks of 25).	\$11.70	(R)
	(5)	For each cellular number from 10,001-20,000 numbers (in blocks of 25).	\$11.10	(R)
	(6)	For each cellular number over 20,000 numbers (in blocks of 25).	\$10.50	(R)
* *	S==	vice Promotion is in effect from August 17, 19	104 through	(N)
D	ecem	ber 31, 1994, waiving the Number Activation ch	harge as more fully	1
đ	escr	ibed in a letter to the Department dated Augus	st 12, 1994.	(N)

Effective:

August 17, 1994

STATE OF CONNECTICUT DEPARTMENT OF PUBLIC UTILITY CONTROL

DOCKET NO. 94-03-27

DPUC INVESTIGATION INTO THE CONNECTICUT CELLULAR SERVICE MARKET AND THE STATUS OF COMPETITION

PROTECTIVE ORDER

WHEREAS Springwich Cellular Limited Partnership ("Springwich") and Metro Mobile CTS of Fairfield County, Inc., Metro Mobile CTS of Hartford, Inc., Metro Mobile CTS of New Haven, Inc., Metro Mobile CTS of New London, Inc., Metro Mobile CTS of Windham, Inc. (collectively "Metro Mobile"), and Litchfield County Cellular, Inc. ("Litchfield") are providing certain information, namely interrogatory responses and late filed exhibits, which would in the opinion of Springwich, Metro Mobile, and Litchfield result in the disclosure of confidential and proprietary information, and which information Springwich, Metro Mobile, and Litchfield contend constitutes trade secrets.

NOW THEREFORE, IT IS HEREBY ORDERED that the following procedure be adopted for the protection of said interrogatory responses and late filed exhibits by or from Springwich, Metro Mobile, and Litchfield:

- Any and all information provided by Springwich, whether in documentary form or otherwise, identified as follows: Attachment A to TE-3, Attachment A to TE-5, and Attachment A to TE-6, and any and all information requested on or after the hearings commenced in this proceeding on May 12, 1994 and which the Department has or may in the future require Springwich to provide on a protected basis, including but not limited to Springwich's responses to late-filed requests number 2, 3, 4, 5, 7 and 9 (portions), shall be governed by the terms of this Order (hereafter, together with the information provided hereunder by Metro Mobile and Litchfield, the "Confidential Information"). This Order is applicable to all such Confidential Information, whether in the form of documents, data, testimony, studies, or otherwise, and applies also to any material in the form of documents, data, testimony, studies, or otherwise which may be created for purposes of this proceeding by Recipients, as defined below, based upon or by reference to the Confidential Information.
- 2. Any and all information provided by Metro Mobile, whether in documentary form or otherwise, identified as follows: TE-3 and TE-6, and any and all information requested on or after the hearings commenced in this proceeding on May 12, 1994 and which the Department has or may in the future require Metro

Mobile to provide on a protected basis, shall be governed by the terms of this Order. This Order is applicable to all such Confidential Information, whether in the form of documents, data, testimony, studies, or otherwise, and applies also to any material in the form of documents, data, testimony, studies, or otherwise which may be created for purposes of this proceeding by Recipients, as defined below, based upon or by reference to the Confidential Information.

- 3. Any and all information provided by Litchfield, whether in documentary form or otherwise, identified as follows: TE-3, and TE-6 and any and all information requested on or after the hearings commenced in this proceeding on May 12, 1994 and which the Department has or may in the future require Litchfield to provide on a protected basis, shall be governed by the terms of this Order. This Order is applicable to all such Confidential Information, whether in the form of documents, data, testimony, studies, or otherwise and applies also to any material in the form of documents, data, testimony, studies, or otherwise which may be created for purposes of this proceeding by Recipients, as defined below, based upon or by reference to the Confidential Information.
- All Confidential Information made available pursuant to this Order shall be given solely to the Commissioners of the Department of Public Utility Control ("Department"), and any member of their staff. Such Confidential Information shall also be provided, subject to the terms of this Order, to the following Recipients: the Office of Consumer Counsel, and any member of its staff; the Attorney General, and any member of his staff; Jean L. Kiddoo and Shelley L. Spencer (as outside counsel to Springwich) of Swidler & Berlin, Chtd.; Robert P. Knickerbocker (as outside counsel to Metro Mobile) of Day, Berry & Howard; Thomas Ryan (as outside counsel to Escotel Cellular, Inc., The Phone Extension, Inc., and Esco PCN Telecommunications, Inc.); Paul E. Knag (as outside counsel to the Connecticut Resellers Coalition) of Cummings and Lockwood; Charles W. King (as outside expert witness for the Connecticut Resellers Coalition) of Snavely & King; and Jerry A. Hausman (as outside expert witness for Metro Mobile and, for purposes of this Order, as outside expert for Springwich) of the Massachusetts Institute of Technology; and to such individuals at their respective firms or other independent outside experts retained by any admitted party or intervenor herein as may also execute a copy of this Order and submit such executed copy to the Department, with a copy to counsel for Springwich, Metro Mobile and to Litchfield. Confidential Information may not be provided or disclosed in any manner by the Department or any Recipient to any individual with operational responsibilities at any party or intervenor or to

anyone else whatsoever except those designated as permissible Recipients hereunder.

5. Confidential Information will be plainly marked as such and delivered in sealed envelopes to Robert J. Murphy, Executive Secretary of the Department, for filing under seal, and to the other Recipients. Confidential Information so provided shall be maintained by the Department and Recipients in sealed envelopes or containers and a statement in the following form placed on such envelope or container:

THIS ENVELOPE IS NOT TO BE OPENED NOR THE CONTENTS THEREOF TO BE DISPLAYED OR REVEALED EXCEPT PURSUANT TO THE PROTECTIVE ORDER ISSUED IN DOCKET NO. 94-03-27

- 6. The Department and all Recipients shall be bound by the terms of this Order.
- 7. In the event the Confidential Information is to be used in any manner in this proceeding or hearing before the Department, such proceeding or hearing shall not be held before, nor any record of it made available to, any party, intervenor, or any other person or entity other than under seal issued hereunder. Present at such proceeding or hearing shall be the Recipients, as well as counsel and representatives of Springwich where Confidential Information provided by Springwich is used, counsel and representatives of Metro Mobile where Confidential Information provided by Metro Mobile is used, and by counsel and representatives of Litchfield where Confidential Information provided by Litchfield is used; provided, however, that outside counsel of Springwich, Metro Mobile, and Litchfield may participate in all such proceedings or hearings. No record shall be disclosed or communication made at any time to any person or entity other than as specified in this Order.
- 8. Any reference to Confidential Information in briefs in this proceeding shall be by separate supplemental or unredacted briefs, which supplemental or unredacted briefs shall be plainly marked to identify the contents as Confidential Information, shall be separately filed with the Department in plainly marked sealed envelopes, shall be distributed only to individuals who are permitted access to the Confidential Information pursuant to this Order, and will be retained by the Department under seal.
- 9. No copies shall be made of the Confidential Information other than for the Recipients unless expressly ordered by the Department.

- 10. Nothing herein shall be construed as a final determination that any of the Confidential Information will be admissible as substantive evidence in this proceeding or at any hearing. Moreover, nothing herein shall be considered a waiver of either party's right to assert at a later date that the material is or is not proprietary or as privileged. A party seeking to change the terms of this Order shall by Motion give the other parties three (3) days prior written notice. No information protected by this Order shall be made public until the Department rules on such Motion to change the terms of the Order and such ruling becomes final.
- 11. Confidential Information otherwise properly discovered, even though also subject to the terms of this Order, shall not be considered protected by this Order.
- 12. No Recipient shall use or disclose the Confidential Information for purposes of business or competition, or for any other purpose, other than the purpose of preparation for and conduct of this proceeding, or such further proceedings before the Federal Communications Commission ("FCC") which are the direct result of this DPUC proceeding, and then solely as contemplated herein, and shall in good faith take all reasonable precautions to keep the Confidential Information secure and in accordance with the purposes and intent of this Order. To the extent that the Department determines to use any Confidential Information in findings of fact or otherwise in its decision in this proceeding, it shall do so in an addendum to its decision, and shall maintain such addendum subject to the terms of this To the extent that the Department or any Recipient seeks Order. to use Confidential Information provided hereunder in filings before the FCC, they shall do so together with a request for confidential treatment of the Confidential Information, which request shall indicate to the FCC the existence of this Order.
- 13. Confidential Information made part of the record in this proceeding shall remain in the possession of the Recipients; provided, however, that all Springwich Confidential Information shall be returned to Springwich, all Metro Mobile Confidential Information shall be returned to Metro Mobile, and all Litchfield Confidential Information shall be returned to Litchfield, within ten (10) days after either the appeal period has expired with respect to the final decision rendered in this proceeding or within 10 days after demand following a final decision of the FCC proceeding described herein, including any appeal therefrom. Confidential Information to be returned shall include all Confidential Information provided by Springwich, Metro Mobile, and Litchfield including any documents, data, testimony, studies, briefs, or materials in any form whatsoever created by Recipients based upon or by reference to such Confidential Information.

14. Employees of Springwich shall not review or seek to 14. Employees of Springwich shall not review or seek to review the Confidential Information provided by Metro Mobile and Litchfield, employees of Metro Mobile shall not review or seek to review the Confidential Information provided by Springwich and Litchfield, and employees of Litchfield shall not review or seek to review the Confidential Information provided by Springwich and Metro Mobile. Provided, however, that Springwich, Metro Mobile, and Litchfield will provide their Confidential Information to the outside counsel of each other.

DEPARTMENT OF SUBLIC UTILITY CONTROL

May 17, 1994

The following Recipients agree to be bound by the terms of this Order:

OBAICE OR COMBINER COMBINE	CHARLES W. KING, SMAVELY & KING
10: 1/allul J. Bryan 1000: 5/17/94	Deter
OFFICE OF ATTORNEY GENERAL	JERRY A. MRUSHOM, MASSACHUSETTS INSTITUTE OF TECHNOLOGY
Date:	Date:
THOMAS RYAM, REQ.	DAY, BEERY & NORARD
3 y:	Robert F. Enickerbooker
Date:	Date:

14. Employees of Springwich Shall not review or seek to review the Confidential Information provided by Metro Mobile and Litchfield, employees of Metro Mobile shall not review or seek to review the Confidential Information provided by Springwich and Litchfield, and employees of Litchfield shall not review or seek to review the Confidential Information provided by Springwich and Metro Mobile. Provided, however, that Springwich, Metro Mobile, and Litchfield will provide their Confidential Information to the outside counsel of each other.

DEPARTMENT OF PUBLIC UTILITY CONTROL

BY: TM Benedest
Commissioner

Dated: May 17, 1994

The following Recipients agree to be bound by the terms of this Order:

CHARLES W. KING, SMAVELY & XING
By: Chale Ilan
Date: May 17, 1994
JERRY A. HAUSMAN, MASSACHUSETTS INSTITUTE OF TECHNOLOGY
By:
Date:
DAY, BEERY & HOWARD
Robert F. Knickerbocker
Date

Amployees of Springwich shall not review or seek to review the Confidential Information provided by Metro Mobile and Litchfield, employees of Metro Mobile shall not review or seek to review the Confidential Information provided by Metro Mobile and review the Confidential Information provided by Springwich and Litchfield, and employees of Litchfield shall not review or seek to review the Confidential Information provided by Springwich and Metro Mobile. Provided, however, that Springwich, Hetro Mobile, and Litchfield will provide their Confidential Information to the outside counsel of each other.

DE .	PARIMENT OF PUBLIC UTILITY CONTROL	
By	: IM Benedert Commissioner	
Dated: May 17, 1994		
The following Recipients agree to be bound by the terms of this Order:		
OPPICE OF COMSUMER COURSED	CHARLES W. KING, SHAVELY & KING	
Вуг	By:	
Date:	Date:	
OFFICE OF ATTORNEY GENERAL	JERRY A. HAUSMAN, MASSACHUSETTS INSTITUTE OF TECHNOLOGY	
By:	Date: 17 May 54	
Date:	Date: 17 May 54	
THOMAS RYAN, ESQ.	DAT. BERRY & HOWARD	
Ву:	Robert P. Knickerbocker	
Date:	Date:	

14. Employees of Springwich shall not review or seek to review the Confidential Information provided by Metro Mobile and Litchfield, employees of Metro Mobile shall not review or seek to review the Confidential Information provided by Springwich and Litchfield, and employees of Litchfield shall not review or seek to review the Confidential Information provided by Springwich and Metro Mobile. Provided, Nowever, that Springwich, Metro Mobile. and Litchfield will provide their Confidential Information to the outside counsel of each other.

DEPARTMENT OF FUELIC UTILITY CONTROL

Dated: May /7, 1994

The following Recipients agree to be bound by the terms of this Order:

OFFICE OF CONSUMER COUMBEL	CHARLES W. RING, SNAVELY & KING
By:	By:
Date	Date:
OPPICE OF ATTORNEY GENERAL	JERRY A. HAUSIONS, MASSACRUSETTS INSTITUTE OF TECHNOLOGY
By:	%y:
DAta:	Date:
/ }	DAY, MERRY & HOWARD
By: Thome J. Rye	By: Robert F. Enigherbooker
Date: 5/18/94	Date:

14. Employees of Springwich shall not review or seek to review the Confidential Information provided by Metro Mobile and Litchfield, employees of Metro Mobile shall not review or seek to review the Confidential Information provided by Springwich and Litchfield, and employees of Litchfield shall not review or seek to review the Confidential Information provided by Springwich and Metro Mobile. Provided, however, that Springwich, Metro Mobile, and Litchfield will provide their Confidential Information to the outside counsel of each other.

DEPARTMENT OF PUBLIC UTILITY CONTROL

BY: IM Benedict
Commissioner

Dated: May 17, 1994

The following Recipients agree to be bound by the terms of this Order:

OPFICE OF COMBUNER COUNSEL	CHARLES W. KING, SHAVELY & KING
By:	By:
Date:	Date:
OPPICE OF ATTORNEY GENERAL	JERRY A. HAUSMAN, NASSACEUSETTS INSTITUTE OF TECHNOLOGY
Byı	By:
Date:	Date:
THOMAS RYAN, ESQ.	DAY, BEERY & HUNARD
By:	By Robert F. Knickerbocker
Date:	Date: 5/18/94

(Signature Page Cont'd)
The following Parties agree to be bound by the terms of this Order:
SWIDLER & BERLIN, CHTD. CUMMINGS & LOCKWOOD
By: lan f. Liddso By: Paul E. Knag
By: Shelley L. Spencer By: Joseph R. Mazzarella
Date: ////////////////////////////////////
SPRINGWICH CELLULAR LIMITED PARTNERSHIP
By: Peter & Jarrell Feter J. Trongell Date: 100 ay 11, 1994
METRO MOBILE CTS OF FAIRFIELD COUNTY, INC. METRO MOBILE CTS OF HARTFORD, INC. METRO MOBILE CTS OF NEW HAVEN, INC. METRO MOBILE CTS OF NEW LONDON, INC. METRO MOBILE CTS OF WINDHAM, INC.
By:
Date:
LITCHFIELD COUNTY CELLULAR, INC. BY LITCHFIELD ACQUISITION CORP.
By: Margaret M. Tally Manager, External Affairs Cellular Telephone Company

Date: ____

(Signature Page Cont'd)

The following Parties agree to be bound by the terms of this Order:		
SWIDLER & BERLIN, CHTD. CUMMINGS & LOCKWOOD		
By: Jean L. Kiddoo By: Paul E. Knag		
By: By: Joseph R. Mazzarella Date:		
SPRINGWICH CELLULAR LIMITED PARTNERSHIP		
By:		
Date:		
METRO MOBILE CTS OF FAIRFIELD COUNTY, INC. METRO MOBILE CTS OF HARTFORD, INC. METRO MOBILE CTS OF NEW HAVEN, INC.		
METRO MOBILE CTS OF NEW HAVEN, INC. METRO MOBILE CTS OF NEW LONDON, INC. METRO MOBILE CTS OF WINDHAM, INC.		
MEIRO MOBILE CIS OF WINDHAM, INC.		
By:		
Date:		
LITCHFIELD COUNTY CELLULAR, INC. BY LITCHFIELD ACQUISITION CORP.		
By: Margaret M. Tally Manager, External Affairs Cellular Telephone Company		

(Signature Page Cont'd)	
The following Parties agree to be bound by the terms of this Order:	
SWIDLER & BERLIN, CHTD. CUMMINGS & LOCKWOOD	
By: By: Paul E. Knag	
By: Shelley L. Spencer Joseph R. Mazzarella	
Date: Date:	
SPRINGWICH CELLULAR LIMITED PARTNERSHIP	
Ву:	
Date:	
METRO MOBILE CTS OF FAIRFIELD COUNTY, INC. METRO MOBILE CTS OF HARTFORD, INC. METRO MOBILE CTS OF NEW HAVEN, INC. METRO MOBILE CTS OF NEW LONDON, INC. METRO MOBILE CTS OF WINDHAM, INC.	
Date: 5/18/94 Tobut P. Kniderbott, Jr.	
LITCHFIELD COUNTY CELLULAR, INC. BY LITCHFIELD ACQUISITION CORP.	
By: Margaret M. Tally Manager, External Affairs Cellular Telephone Company Date:	
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(Signature Page Cont'd)	
The following Parties agree to bound by the terms of this Or	be to the second
SWIDLER & BERLIN, CHID.	CUMMINGS & LOCKHOOD
By: Jean L. Kiddoo	By: Paul E. Knag
By: Shelley L. Spencer	By: Joseph R. Massarella
Dates	Date:
SPRINGWICH CHILDIAN LINITED P	ARIMERSHIP
Ву:	
Date:	•
METRO MOBILE CTS OF PAIRFIELD METRO MOBILE CTS OF MEN HAVEN METRO MOBILE CTS OF MEN LONDO METRO MOBILE CTS OF MEN LONDO METRO MOBILE CTS OF MINUELAM,	i, INC. Ma, INC.
Ву:	
Date:	
LITCHPIELD COUNTY CHLLULAR, S BY LITCHPIELD ACQUISITION COM	LY.
By, Margaret H. Tally Manager, External Agran	•

14. Employees of Springwich shall not review or seek to review the Confidential Information provided by Metro Mobile and Litchfield, employees of Metro Mobile shall not review or seek to review the Confidential Information provided by Springwich and Litchfield, and employees of Litchfield shall not review or seek to review the Confidential Information provided by Springwich and Metro Mobile. Provided, however, that Springwich, Metro Mobile, and Litchfield will provide their Confidential Information to the outside counsel of each other.

	DEPARTMENT OF FUBLIC UTILITY CONTROL
•	BY:
Dated: May, 1994	
The following Recipients bound by the terms of the	
OFFICE OF CONSUMER COUNS	BL CHARLES W. KING, SNAVELY & KING
Ву:	Ву:
Date:	Date:
OFFICE OF ATTORNEY GENER	AL JERRY A. HAUSMAN, MASSACHUSETTS INSTITUTE OF TECHNOLOGY
By: Still 1/25 1/25 Date: 5/18/94	By:
Date: 5/18/94	Date:
THOMAS RYAN, ESQ.	DAY, BERRY & HOWARD
Ву ₄ :	By: Robert P. Knickerbocker
Date:	Date:

-- . EM_IT_Q !

SENT BY: SRIDLER & BERLIN

(Signature Page Cont'd)

The following Parties agree to be bound by the terms of this Order:

SWIDLER & BERLIN, CHTD.	CUMMINGS & LOCKWOOD
By:	By: Paul B. Knag
By: Shelley L. Spencer	By: Joseph R. Mazzarella
Date:	Date: 5/17/94
SPRINGWICH CELLULAR LIMITED PR	ARTNERSHIP
Зу:	
Date:	
METRO MOBILE CTS OF FAIRFIELD METRO MOBILE CTS OF HARTFORD, METRO MOBILE CTS OF NEW HAVEN METRO MOBILE CTS OF NEW LONDO METRO MOBILE CTS OF WINDHAM,	INC. Tomomi Kumagai N, INC. Combridge Economics, Inc. INC.
By:	Dated: June 3, 1994
LITCHFIELD COUNTY CELLULAR, I BY LITCHFIELD ACQUISITION COR	INC. LITCHFIELD COUNTY CELLULAR, INC. BY LITCHFIELD ACQUISITION CORP.
By:  Margaret M. Tally  Manager, External Affairs  Cellular Telephone Compar	Brown Prind, Fis & Fairelle ATTORNEYS FOR LITEMFIELD
Date:	DATE: Fine 3, 1994

(Signature Page Cont'd) -

Date: ____

The following Parties agree to be

bound by the terms of this Order: CUMMINGS & LOCKWOOD SWIDLER & BERLIN, CHTD. Jean L. Kiddoo Shelley L. Spencer SPRINGWICH CELLULAR LIMITED PARTNERSHIP Richard B. Lee Snavely, King & Associates, Inc. Date: ____ Date: 6/ METRO MOBILE CTS OF FAIRFIELD COUNTY, INC. METRO MOBILE CTS OF HARTFORD, INC. METRO MOBILE CTS OF NEW HAVEN, INC. METRO MOBILE CTS OF NEW LONDON, INC. METRO MOBILE CTS OF WINDRAM, INC. By: _____ Date: _____ LITCHFIELD COUNTY CELLULAR, INC. LITCHFIELD COUNTY CELLULAR, INC. BY LITCHFIELD ACQUISITION CORP. BY LITCHFIELD ACQUISITION CORP. BY: By: Margaret M. Tally Manager, External Affairs Cellular Telephone Company

DATE:

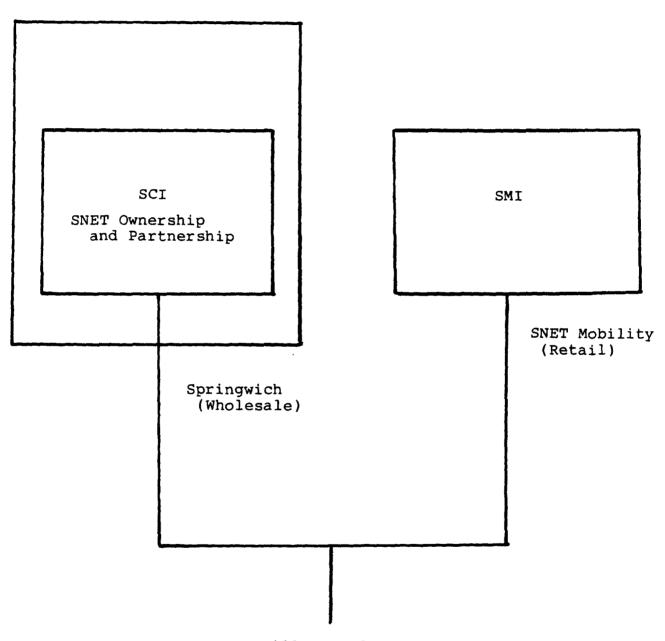
# SENT BY: WIGGIN & DANA

## Page 6 of 6

(Signature Fage Cont'd)

The following Parties agree to be bound by the terms of this Order:

SWIDLER & BERLIN, CHTD.	CUMMINGS & LOCKWOOD
By: Jean L. Kiddoo	By: Paul S. Knag
By: Milly Across	By: Joseph R. Mazzarella
Date: 18:64 19. 1944	Date:
SPRINGWICH CELLULAR LIMITED S	PARTNERSHIP WIGGIN & DANA
Date: Tinay 17 8/94	By: Killiam G. Millman,
METRO MOBILE CTS OF PAIRFIELD METRO MOBILE CTS OF HARTFORD, METRO MOBILE CTS OF NEW HAVE METRO MOBILE CTS OF NEW LONDO METRO MOBILE CTS OF WINDHAM,	Detai July 1, 1994  COUNTY, INC. INC. INC. DN. INC.
By:	
Date:	•
LITCHFIELD COUNTY CELLULAR, S BY LITCHFIELD ACQUISITION CO	ing. RP.
Margaret M. Tally Manager, External Affair Cellular Telaphone Compa	s ny



100% Owned
by Southern New England
Telecommunications Corp.